CITY OF NORTH MIAMI PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this day of 5/3/2017, 2017 ("Effective Date"), between the City of North Miami, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and ANTHONY BRUNSON, P.A., a Florida Profit Corporation, having a principal address at 333 Las Olas Way, CU4, Ft. Lauderdale, FL 33301 ("CONSULTANT"). The City and CONSULTANT shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on November 18, 2015, Miami-Dade County issued Solicitation No. RTQ-00313 ("Solicitation"), seeking proposals from experienced and qualified firms to provide management consulting services; and

WHEREAS, in response to the Solicitation, Anthony Brunson, P.A. ("Contractor") was evaluated and selected to be one of sixteen (16) vendors on a pre-qualified list of firms providing management consulting services; and

WHEREAS, City administration has identified the need to perform internal reviews of operational, functional and procedural activities to diagnose and address areas of potential deficiencies and strengthen internal controls ("Services"); and

WHEREAS, on October 23, 2007, the Mayor and City Council of the City of North Miami, adopted Ordinance 1244, which authorizes the City Manager to approve the purchase of supplies, goods and/or services from current contracts of other governmental entities ("piggyback"), such as the School District; and

WHEREAS, Contractor is willing to provide Services to the City at the same favorable terms, conditions and rates extended to Miami-Dade County; and

WHEREAS, the City Manager finds the expedient and cost-savings procurement of Services, to be for the benefit of the public, and in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

- 2.1.1 Miami-Dade County's *Solicitation No. RTQ-00313 Management Consulting Services Pool* attached hereto as Exhibit "A";
- 2.1.2 CONSULTANT's response to Miami-Dade County's Solicitation ("Bid"), attached hereto as Exhibit "B";
- 2.1.3 CONSULTANT's Proposal dated April 19, 2017, attached hereto as "Exhibit C"; and
- 2.1.4 Resolution No. 2017-R-56 passed and adopted by the Mayor and City Council on April 25, 2017, authorizing the City Manager and City Attorney to negotiate and execute this Agreement, in accordance with the terms, conditions and specifications contained in the Solicitation, attached hereto as Exhibit "D";
- 2.1.5 Any additional documents which are required to be submitted by Contractor in the provision of Services.

ARTICLE 3 – TERM OF AGREEMENT

- 3.1 The Initial Term of this Agreement shall be a period of one (1) year from the Effective Date. Upon conclusion of the Initial Term of one (1) year, this Agreement may be renewed for two (2) additional one (1) year periods, under the same terms and conditions, at the sole discretion of the City.
- 3.2 CONSULTANT agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed Term. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the CONSULTANT, and the acceptance of Services by the City Manager.
- 3.3 Minor adjustments to the Term which are approved in writing by the City Manager in advance, shall not constitute non-performance by CONSULTANT. Any impact on the time for performance shall be determined and a time schedule for completion of Services will be modified accordingly.
- 3.4 When, in the opinion of the City Manager, reasonable grounds for uncertainty exist with respect to the CONSULTANT's ability to perform Services or any portion thereof, the City Manager may request that the CONSULTANT, within a reasonable time frame set forth in the City Manager's request, provide adequate assurances to the City in writing, of CONSULTANT's ability to perform in accordance with terms of this Agreement. In the event that the CONSULTANT fails to provide the City Manager the requested assurances within the prescribed time frame, the City Manager may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.
- 3.5 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City Manager at any time, with or without cause.

ARTICLE 4 - COMPENSATION

- 4.1 CONSULTANT shall be assigned individual task orders based upon specific areas of review. Each assigned task order will entail the scope of work, duration, deliverables and basis of compensation.
- 4.2 The Contractor shall be compensated an amount not to exceed Seventy Five Thousand Dollars and no/100 (\$75,000) annually as compensation for Services, pursuant to Contract Documents. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to CONSULTANT.

ARTICLE 5 - SCOPE OF SERVICES

- 5.1 CONSULTANT agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. CONSULTANT shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.
- 5.2 CONSULTANT agrees that Services shall include all of the necessary labor, supervision, materials, supplies, furnishings, facilities, and to successfully complete and deliver the requested Services.
- CONSULTANT represents and warrants to the City that: (i) CONSULTANT possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) CONSULTANT is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of CONSULTANT is duly authorized to execute same and fully bind CONSULTANT as a Party to this Agreement.
- 5.4 CONSULTANT agrees and understands that: (i) any and all subcontractors used by CONSULTANT shall be paid by CONSULTANT and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by CONSULTANT. Any work performed for CONSULTANT by a subcontractor will be pursuant to an appropriate agreement between CONSULTANT and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.
- 5.5 CONSULTANT warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the CONSULTANT at its own cost, whether or not specifically called for.
- 5.6 CONSULTANT warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory

agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the CONSULTANT at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City Manager shall have the right to terminate this Agreement, in his sole discretion at any time, with or without cause, upon ten (10) days written notice to CONSULTANT. In such event, the City shall pay CONSULTANT compensation for Services rendered prior to the effective date of termination. The City shall not be liable to CONSULTANT for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 CONSULTANT, its employees, subcontractors and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. CONSULTANT shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the CONSULTANT fails to comply with any provision of this Agreement, the City Manager may declare the CONSULTANT in default by written notification. The City Manager shall have the right to terminate this Agreement if the CONSULTANT fails to cure the default within ten (10) days after receiving notice of default from the City Manager. If the CONSULTANT fails to cure the default, the CONSULTANT will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the CONSULTANT shall return such sums due to the City within ten (10) days after notice that such sums are due. The CONSULTANT understands and agrees that termination of this Agreement under this section shall not release CONSULTANT from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - CONSULTANT'S ERRORS AND OMISSIONS

9.1 CONSULTANT shall be responsible for technically deficient reports, analysis or audits due to CONSULTANT's errors and omissions, and shall promptly correct or replace all such deficient work without cost to City. The CONSULTANT shall also be responsible for all direct damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 CONSULTANT agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of CONSULTANT, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by CONSULTANT's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or

proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2016). Additionally, the City does not waive sovereign immunity, and subject to Section 16.14 of this Agreement no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

- 11.1 Prior to the execution of this Agreement, the CONSULTANT shall submit certificate(s) of insurance meeting or exceeding the required coverage and specifically providing that the City is an additional named insured, with the following minimum coverage:
- 11.1.1 Commercial General Liability with dedicated minimum limits of Three Hundred Thousand Dollars (\$300,000) per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, and medical payments.
 - 11.1.2 Professional Liability (Errors and Omissions) with a minimum of One Million Dollars (\$1,000,000.00) limit covering damages arising from the negligence of CONSULTANT in the performance of Services.
 - 11.1.3 Commercial Automobile Liability with minimum limit of Three Hundred Thousand Dollars (\$300,000) covering any automobile including owned, non-owned, hired or leased vehicles.
 - 11.1.4 Worker's Compensation as required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of One Million Dollars (\$1,000,000.00) per accident, for bodily injury or disease.
- 11.2 CONSULTANT shall not commence Services under this Agreement until after CONSULTANT has obtained all of the minimum insurance coverage prescribed above and the policies of such insurance detailing the provisions of coverage have been received and approved by the City Manager.
- 11.3 Proof of insurance will be provided in the form of a Certificate of Insurance or Insurance Declarations page with endorsements showing the City as additional insured via a blanket endorsement, where applicable. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.
- 11.4 CONSULTANT shall guarantee that all required insurance remain current and in effect throughout the term of this Agreement. All insurance policies shall be maintained by

CONSULTANT in full force and effect throughout the Term of Agreement, including any extensions.

- 11.5 The City shall be named as an additional insured via a blanket endorsement for claims caused in whole or in part by the CONSULTANT, its subcontractors', employees' or assignees' negligent acts or omissions during the Term of this Agreement. This provision shall not limit the City's recovery for coverage under the CONSULTANT's insurance policy.
- 11.6 CONSULTANT shall not permit any subcontractor to begin Services until after similar minimum insurance to cover subcontractor has been obtained and approved by the City Manager.
- 11.7 In the event the insurance certificate provided by CONSULTANT or subcontractor indicates that the insurance shall terminate and lapse during the term of this Agreement, CONSULTANT shall furnish, at least thirty (30) days prior to expiration of the date of the insurance, a renewed certificates of insurance as proof that equal and like coverage and extension is in effect. CONSULTANT shall not continue to perform the Services required by this Agreement unless all required insurance coverage remains in full force and effect.
- 11.8 All insurance policies required from CONSULTANT shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All deliverables developed by CONSULTANT under this Agreement shall be delivered by CONSULTANT to the City Manager upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The CONSULTANT agrees that all deliverables generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2016). CONSULTANT's work papers shall at all times remain the property of the CONSULTANT and CONSULTANT reserves the right to assert its work papers are not public records as defined by Chapter 119, Florida Statutes (2016).

ARTICLE 13 – PUBLIC RECORDS

13.1 CONSULTANT understands that the City is a public agency under Florida Law and that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions, limitations and exemptions of Chapter 119, Florida Statutes, and agrees to allow access as applicable by the City and the public to all documents subject to disclosure under applicable law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement, and any extensions hereof, by the City Manager. As required by Section 119.0701(2)(a), Florida Statues (2016), if CONSULTANT, as the contractor for Services under this Agreement:

HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-893-6511, EXTENSION 12244, <u>FMEDRANDA@NORTHMIAMIFL.GOV</u>, CITY OF NORTH MIAMI, OFFICE OF THE CITY MANAGER, 776 NE 125TH STREET, NORTH MIAMI, FLORIDA 33161.

- 13.2 Additionally, pursuant to Section 119.0701(2)(b), Florida Statutes (2016), CONSULTANT under this Agreement, and any extension hereof, must comply with Florida public record laws, and as a contractor with the City as a public agency, must:
 - 13.2.1 Keep and maintain public records required by the public agency to perform the Service.
 - 13.2.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 13.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency.
- 13.2.4 Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 13.3 CONSULTANT and City understand that Section 119.0701(3), Florida Statutes (2016), further requires that:
 - 13.3.1 A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONSULTANT of request, and the CONSULTANT must provide the records to the public agency or allow records to be inspected or copied within a reasonable time.
- 13.3.2 If CONSULTANT does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

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- 13.3.3 CONSULTANT who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statues.
- 13.4 CONSULTANT and City understand that Section 119.0701(4), Florida Statutes (2016), provides that:
- 13.4.1 If a civil action is filed against a CONSULTANT to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - 13.4.2 A notice complies with subparagraph 2 above if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
 - 13.4.3 A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.
- 13.5 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the CONSULTANT pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the CONSULTANT for any other purposes whatsoever without the written consent of the City Manager.
- 13.6 In the event the Agreement is terminated, CONSULTANT agrees to provide the City Manager all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 14 - NOTICES

14.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For CONSULTANT: Anthony Brunson, P.A.

Attn: Leon Sharpe, Registered Agent 4770 Biscayne Blvd., Suite 901

Miami, FL 33137

For the City: City of North Miami

Attn: City Manager 776 N.E.125th Street

North Miami, Florida 33161

With copy to: City of North Miami

Attn: City Attorney 776 N.E.125th Street

North Miami, Florida 33161

- 14.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.
- 14.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 15 - CONFLICT OF INTEREST

- 15.1 CONSULTANT represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.
- 15.2 CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the CONSULTANT, except as fully disclosed and approved by the City Manager. CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

- 16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

- 16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use
- 16.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.
- 16.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in the U.S. Southern District of Florida, or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
- 16.6 The City Manager reserves the right to audit the financial records of the CONSULTANT covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.
- 16.7 The CONSULTANT agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.
- 16.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City Manager.
- 16.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.
- 16.10 The professional Services to be provided by CONSULTANT pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.
- 16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.
- 16.12 The CONSULTANT agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.
- 16.13 All other terms, conditions and requirements contained in the Contract Documents, which have not been modified by this Agreement, shall remain in full force and effect.
- 16.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees,

costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST: Witness:	Anthony Brunson, P.A., a Florida Profit Corporation, "CONSULTANT":					
By: Docusigned by: By: ODE37E96F5A742E	By: Intury Brunson					
Print Name: Kristy Pearson	Print Name: Anthony Brunson					
Date:	Date: 5/3/2017					
ATTEST:	City of North Miami, a Florida corporation: "City"	municipal				
By: Occusigned by: Michael A. Etienne, Esq. City Clerk	By: Larry Spring Larry M. Spring, Jr., CPA City Manager					

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeff P. H. Caylan Jeff P. H. Cazeau, Esq.

City Attorney

Solicitation RTQ-00313

Management Consulting Services Pool

Solicitation Designation: Public



Miami-Dade County

Solicitation RTQ-00313 Management Consulting Services Pool

Solicitation Number RTQ-00313

Solicitation Title **Management Consulting Services Pool**

Solicitation Start Date Solicitation End Date

Nov 18, 2015 4:12:47 PM EST Dec 10, 2015 6:00:00 PM EST

Question & Answer

End Date

Nov 30, 2015 12:00:00 PM EST

Solicitation Contact

Jessica Tyrrell

PCO₂

procurement 305-375-4946

tyrrell@miamidade.gov

Solicitation Contact

Tracey L Jones

PCO₁

Procurement 305-375-4803

TJONES@miamidade.gov

Contract Duration

6 years

Not Applicable

Contract Renewal Prices Good for

See Bid Documents

Solicitation Comments This Request to Qualify (RTQ) will establish a pool of pre-qualified Vendors capable of delivering/providing management consulting services for Miami-Dade County. The Office of Management and Budget (OMB) will assist in coordinating the use of the pool. Entry into the pre-qualification pool is not a contract between Miami-Dade County (MDC) and any member of the pool, but rather is an acknowledgement that the pool member satisfies the pre-qualification criteria set forth below for membership in the pool. Pre-qualified Vendors will be invited to participate in future spot market competitions. The pool shall remain open for the term of the RTQ, enabling Vendors to qualify at any time after the initial RTQ opening date.

Addendum # 1

New Documents Addendum No 1.pdf

Addendum # 2

New Documents Addendum No 1.pdf

Removed Documents Addendum No 1.pdf

Item Response Form

Item RTQ-00313--01-01 - Management Consulting Services

Quantity 1 each

Prices are not requested for this item.

Delivery Location Miami-Dade County

Miami-Dade County 111 NW 1 Street Suite 1300 Miami FL 33128 Qty 1

Description

Management Consulting Services will be quoted as needed.

SOLICITATION NO.: RTQ-00313 OPENING: 6:00 P.M. Management Consulting Services Pool Dec 10, 2015



MIAMI-DADE COUNTY, FLORIDA REQUEST TO QUALIFY

TITLE:

Management Consulting Services Pool

BIDS WILL BE ACCEPTED UNTIL 6:00 PM ON Dec 10, 2015

FOR INFORMATION CONTACT:

Jessica Tyrrell 305-375-4946 tyrrell@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.
- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ANY BIDDER/PROPOSER RESPONDING TO THIS SOLICITATION.
- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.



GENERAL TERMS AND CONDITIONS:

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r15-4.pdf

NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit a proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of your proposal can be submitted via **HARDCOPY**, **EMAIL**, **OR FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance

with all specifications contained in the solicitation electronically.

SECTION 2 – SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

This Request to Qualify (RTQ) will establish a pool of pre-qualified Vendors capable of delivering/providing management consulting services for Miami-Dade County. The Office of Management and Budget (OMB) will assist in coordinating the use of the pool. Entry into the pre-qualification pool is not a contract between Miami-Dade County (MDC) and any member of the pool, but rather is an acknowledgement that the pool member satisfies the pre-qualification criteria set forth below for membership in the pool. Pre-qualified Vendors will be invited to participate in future spot market competitions. The pool shall remain open for the term of the RTQ, enabling Vendors to qualify at any time after the initial RTQ opening date.

2.2 SPOT MARKET COMPETITIONS

Future spot market competition(s) may be conducted by the County through the following processes:

- a. Work Order Proposal Requests (WOPR): a quality or quality and price evaluation with award based on rankings/points
- b. Request for Quotations (RFQ): award based on the lowest price offered

In addition to the methods stated above, the County reserves the right to conduct future competitions using whichever process it determines to be in its best interest. The procurement process to be followed will be defined in the spot market documents at the time of competition.

2.3 TERM

The pre-qualification pool will begin on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required RTQ documents. The pre-qualification pool shall expire on the last day of the last month of the six (6) year period.

2.4 QUALIFICATION CRITERIA

Vendors shall submit all of the qualifying documents with their submittal form. However, the County may, at its sole discretion and in its best interests, allow Vendors to supplement submitted documents in order to satisfy the prequalification criteria. It shall be the sole prerogative of the County to determine the number of Vendors who will be included under the pre-qualification pool. During the term of the RTQ, the County reserves the right to add and/or delete pre-qualified Vendors.

Responsive, responsible Vendors that meet the minimum qualifications shall be considered pre-qualified to participate in future competitions. Minimum qualifications are listed below:

- 2.4.1 Vendor must supply a copy of its current business tax receipt to demonstrate it maintains an office from which it conducts business.
- 2.4.2 Vendor must provide at least three (3) project references to demonstrate it is regularly engaged in Management Consulting Services. Each project reference supplied must have been completed in the last five (5) years. Each project reference must have a different Contact Person. At least one (1) project reference must be for a governmental organization. (Employees' experience may be used to fulfill this requirement.)

NOTE: The County reserves the sole right to determine acceptability of qualification criteria documents submitted for entry into the pool.

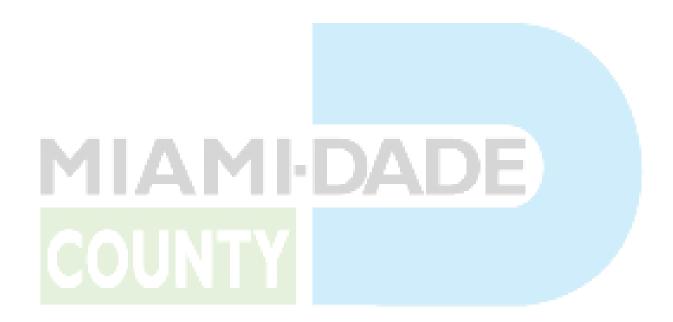
SOLICITATION NO.: RTQ-00313

2.5 INDEMNIFICATION AND INSURANCE

In addition to the Insurance Requirements outlined in Section 1.22 of the General Terms and Conditions, vendors awarded a contract as a result of this pre-qualification pool may be required to provide Professional Liability Insurance in an amount not less than \$1,000,000 per claim. Certificates of Insurance will only be collected at the time of award of a resultant contract. Additional and/or revised insurance requirements may be required. Any change or addition in insurance requirements will be detailed in the spot market request for each project.

2.6 SMALL BUSINESS MEASURES

All spot market competitions issued under this pool will be submitted to the Small Business Development (SBD) Division for review and determination of the applicable Small Business Measure in accordance with Implementing Order 3-41.



SOLICITATION NO.: RTQ-00313

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 BACKGROUND

The previous pool, RFQ727, with a similar Scope of Services, was established in November 2010 and generated eight work orders totally approximately \$773,000 through October 2015. For a complete list of work orders awarded under the previous Pool, please refer to Attachment 1 – Management Advisory Consulting Services (MACS) Pool Work Orders Awarded.

3.2 SCOPE OF WORK

The County seeks to create a pool of pre-qualified Vendors with applicable consulting expertise in general management, finance, and economics. In addition, specific projects may require subject matter expertise in service delivery areas that may include (but are not limited to):

- Governmental Organizations
- Airports
- Code Enforcement
- Facilities and Fleet
- Human Services; Housing; Community Development
- Parks; Recreational / Cultural Programs

- Public Safety (Police, Fire, Corrections)
- Seaports
- Solid Waste
- Sustainability / Resilience
- Transit
- Water and Sewer / Utilities
- Public Works; Infrastructure

NOTE: This pool is not intended to be used for information technology (IT) consulting services or temporary staffing services.

3.3 SERVICES REQUESTED

Examples of potential consulting service areas may include (but are not limited to):

- Strategic Planning
- Master Planning
- Program Planning and Evaluation
- Performance Management
- Business Processes; Logistics and Operations; Simulation
- Lean / Six Sigma
- Organizational Structure and Culture; Change Management
- Human Resources
- Governance; Policy and Regulation Development

- Rates, Fees, and Cost Recovery
- Bond Support
- Cost Allocation
- Risk
- Fiscal Controls
- Actuarial Services
- Tax Policy
- Special Assessments
- Market and Industry Analysis
- Economic Development Planning

QUALIFICATION CRITERIA

Paragraph Description

2.4.1 Vendor must supply a copy of its current business tax receipt to demonstrate it maintains an office from which it conducts business.

Initial to confirm attachment to this submittal: Click here to enter text.

<u>Paragraph</u> <u>Description</u>

2.4.2 Vendor must provide at least three (3) project references to demonstrate it is regularly engaged in Management Consulting Services. Each project reference supplied must have been completed in the last five (5) years. Each project reference must have a different Contact Person. At least one (1) project reference must be for a governmental organization. (Employees' experience may be used to fulfill this requirement.) References should be included in the attached Project Reference form.

NOTE: This pool is not intended to be used for information technology (IT) consulting services or temporary staffing services. References for such services would not be acceptable references to meet the requirement of paragraph 2.4.2.



SOLICITATION NO.: RTQ-00313

	Project Reference No. 1
Project Reference from	☐ Vendor ☐ Vendor's Employee: Click here to enter employee name.
Governmental Organization Name	Click here to enter Company/Individual Name.
Governmental Organization Address	Click here to enter Company/Individual Address.
Contact Person Name and Title	Click here to enter Contact Person Name and Title.
Contact Person Phone	Click here to enter Contact Person Phone.
Contact Person Email	Click here to enter Contact Person Email.
Project Service Delivery Area(s) applicable to	□Governmental Organizations
this project (check all that apply)	□Airports
	□Code Enforcement
	□Facilities and Fleet
	☐Human Services; Housing; Community Development
	□Parks; Recreational / Cultural Programs
	□Public Safety (Police, Fire, Corrections, etc.)
	□Seaports
	□Solid Waste
	□Sustainability / Resilience
	□Transit
	□Water and Sewer / Utilities
	□Public Works; Infrastructure
	Other: Click here to enter Project Service Delivery Area.
Project Consulting Service Area(s) applicable to	☐Strategic Planning
this project (check all that apply)	□Master Planning
	□Program Planning and Evaluation
	□Performance Management
	Business Processes; Logistics and Operations; Simulation
	□Lean / Six Sigma
	☐ Organizational Structure and Culture; Change Management
	☐Human Resources
	Governance; Policy and Regulation Development
	□Rates, Fees, and Cost Recovery
	□Bond Support □Cost Allocation
	□Risk □Fiscal Controls
	□Actuarial Services
	□Tax Policy
	□Special Assessments
	☐ ☐ Market and Industry Analysis
	□Economic Development Planning
	□Other: Click here to enter Project Consulting Service Area.
Number of Employees	Click here to enter Number of Employees.
Project Title	Click here to enter Project Title.
Project Nac	Click here to enter Project Scope.
Project Outcome/Results	Click here to enter Project Outcome/Results.
Date of Project Commencement and Completion	Click here to enter Date of Project Commencement and Completion.
Date of Frejoot Commencement and Completion	S. S. C. S. C. S. C. C. S. C.

SOLICITATION NO.: RTQ-00313

Project Reference No. 2							
Project Reference from	☐ Vendor ☐ Vendor's Employee: Click here to enter employee name.						
Company/Individual Name	Click here to enter Company/Individual Name.						
Company/Individual Address	Click here to enter Company/Individual Address.						
Contact Person Name and Title	Click here to enter Contact Person Name and Title.						
Contact Person Phone	Click here to enter Contact Person Phone.						
Contact Person Email	Click here to enter Contact Person Email.						
Project Service Delivery Area(s) applicable to	□Governmental Organizations						
this project (check all that apply)	□Airports						
	□Code Enforcement						
	□Facilities and Fleet						
	☐Human Services; Housing; Community Development						
	□Parks; Recreational / Cultural Programs						
	□Public Safety (Police, Fire, Corrections, etc.)						
	□Seaports						
	□Solid Waste						
	□Sustainability / Resilience						
	□Transit						
	□Water and Sewer / Utilities						
	□Public Works; Infrastructure						
	□Other: Click here to enter Project Service Delivery Area.						
Project Consulting Service Area(s) applicable to	□Strategic Planning						
this project (check all that apply)	☐Master Planning						
	□Program Planning and Evaluation						
	□Performance Management						
	☐Business Processes; Logistics and Operations; Simulation						
	□Lean / Six Sigma						
	☐Organizational Structure and Culture; Change Management						
	□Human Resources						
	□Governance; Policy and Regulation Development						
	□Rates, Fees, and Cost Recovery						
	☐Bond Support						
	□Cost Allocation						
	□Risk						
	□Fiscal Controls						
	□Actuarial Services						
	□Tax Policy						
	□Special Assessments						
	☐Market and Industry Analysis						
	□Economic Development Planning						
	Other: Click here to enter Project Consulting Service Area.						
Number of Employees	Click here to enter Number of Employees.						
Project Title	Click here to enter Project Title.						
Project Scope	Click here to enter Project Scope.						
Project Outcome/Results	Click here to enter Project Outcome/Results.						
Date of Project Commencement and Completion	Click here to enter Date of Project Commencement and Completion.						

SOLICITATION NO.: RTQ-00313

Project Reference No. 3						
Project Reference from	☐ Vendor ☐ Vendor's Employee: Click here to enter employee name.					
Company/Individual Name	Click here to enter Company/Individual Name.					
Company/Individual Address	Click here to enter Company/Individual Address.					
Contact Person Name and Title	Click here to enter Contact Person Name and Title.					
Contact Person Phone	Click here to enter Contact Person Phone.					
Contact Person Email	Click here to enter Contact Person Email.					
Project Service Delivery Area(s) applicable to	□Governmental Organizations					
this project (check all that apply)	□Airports					
	□Code Enforcement					
	□Facilities and Fleet					
	□Human Services; Housing; Community Development					
	□Parks; Recreational / Cultural Programs					
	□Public Safety (Police, Fire, Corrections, etc.)					
	□Seaports					
	□Solid Waste					
	□Sustainability / Resilience					
	□Transit					
	□Water and Sewer / Utilities					
	□Public Works; Infrastructure					
	□Other: Click here to enter Project Service Delivery Area.					
Project Consulting Service Area(s) applicable to	□Strategic Planning					
this project (check all that apply)	□Master Planning					
	□Program Planning and Evaluation					
	□Performance Management					
	☐Business Processes; Logistics and Operations; Simulation					
	□Lean / Six Sigma					
	□Organizational Structure and Culture; Change Management					
	□Human Resources					
	Governance; Policy and Regulation Development					
	□Rates, Fees, and Cost Recovery					
	□Bond Support					
	□Cost Allocation					
	□Fiscal Controls					
	□Actuarial Services					
	□Tax Policy					
	□Special Assessments					
	☐Market and Industry Analysis					
	□Economic Development Planning					
Number of Employees	Other: Click here to enter Project Consulting Service Area. Click here to enter Number of Employees.					
Number of Employees	Click here to enter Number of Employees. Click here to enter Project Title.					
Project Title Project Scope	Click here to enter Project Title. Click here to enter Project Scope.					
	Click here to enter Project Scope. Click here to enter Project Outcome/Results.					
Project Outcome/Results	Click here to enter Date of Project Commencement and Completion.					
Date of Project Commencement and Completion	oner here to enter pate or moject commencement and completion.					

SOLICITATION NO.: RTQ-00313

FOR INFORMATIONAL PURPOSES ONLY

All vendors that are prequalified under the pool will be invited to participate in future spot market competitions regardless of the areas of expertise identified below. The list below is to be used by the County to assess vendor availability for future projects only. Please indicate your firm's specific areas of expertise (if applicable). Check all that apply:

☐Governmental Organizations
□Airports
□Code Enforcement
□Facilities and Fleet
□Human Services; Housing; Community Development
□Parks; Recreational / Cultural Programs
□Public Safety (Police, Fire, Corrections, etc.)
□Seaports
□Solid Waste
□Sustainability / Resilience
□Transit
□Water and Sewer / Utilities
□ Public Works; Infrastructure
☐ Strategic Planning
☐ Master Planning
□Program Planning and Evaluation
□Performance Management
☐ Business Processes; Logistics and Operations; Simulation
□Lean / Six Sigma
□ Organizational Structure and Culture; Change Management
□ Human Resources
□ Governance; Policy and Regulation Development
□Rates, Fees, and Cost Recovery
☐Bond Support
☐ Cost Allocation
□Risk
□ Fiscal Controls
□ Actuarial Services
□Tax Policy
☐ Special Assessments
☐ Market and Industry Analysis
□ Economic Development Planning
Other: Click here to enter Other Expertise Areas

ATTACHMENT 1 - MANAGEMENT ADVISORY CONSULTING (MACS) POOL WORK ORDERS AWARDED

<u>Work</u> Order #	<u>Date</u>	<u>Title</u>	<u>Department</u>	<u>Contractor</u>	Max	. Amount
727-1	9/26/2011	FY 2013-17 Consolidated Plan Consulting Services	Public Housing and Community Development	PMG Associates, Inc.	\$	98,950
727-2	7/13/2012	Cost Allocation Plan Consulting Services	Public Works Maximus Consulting Sand Waste Services, Inc. Management (PWWM)		\$	19,000
727-3	10/5/2012	Policies and Procedures Manual	PWWM	Milian Swain & Associates, Inc.	\$	121,000
727-4	1/15/2013	Staffing Analysis for MDCR	Miami-Dade Corrections and Rehabilitation	MGT of America, Inc.	\$	180,000
727-5	7/25/2013	Queuing Analysis for MDAD	Miami-Dade Aviation Department (MDAD)	JRD & Associates, Inc.	\$	182,300
727-8	11/19/2013	Parking Revenue Control System	MDAD	JRD & Associates, Inc.	\$	90,000
727-9	6/4/2014	Municipal Advisory Committee Budget Review	Office of Management and Budget	PMG & Associates, Inc.	\$	75,000
727-10	2/11/2015	Luxury Limousine Sedan License Lottery	Regulatory and Economic Resources - Consumer Protection	PMG & Associates, Inc.	\$	7,125
				TOTAL	\$	773,375



Miami-Dade County Procurement Management Services Solicitation Submittal Form

111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. RTQ-00313	Solicitation Title: Management	Consulting Services	Pool
Legal Company Name (include d/b/a if applicable):	Federal Tax I	dentification Number	
	Todoral rax		
If Corporation - Date Incorporated/Organized:			
ii Corporation - Date incorporated/Organized.	State Incor	porated/Organized	:
Company Operating Address:	City	State	Zip Code
Remittance Address (if different from ordering address):	City	State	Zip Code
	_		
Company Contact Person:	En	nail Address:	
Phone Number Fax Number (include area code):	Company's	Internet Web Address	<u>:</u>
(ilicitude alea code).			
Pursuant to Miami-Dade County Ordinance 94-34, any ind entity having an officer, director, or executive who has be disclose this information prior to entering into a contract w	en convicted of a felony du ith or receiving funding fror	ring the past ten (n the County.	(10) years shall
Place a check mark here only if the Bidder has su			
LOCAL PREFERENCE CERTIFICATION: For the purpose of the of Miami-Dade County (or Broward County in accordance with the Local Business Tax Receipt, issued by Miami-Dade County; has County from which business is performed; and contributes to the edway. This may include, but not be limited to, the retention and expect the County's tax base.	ne Interlocal Agreement betwe a physical business address lo conomic development of the con pansion of employment opportu	en the two counties) cated within the limit nmunity in a verifiable nities and the suppor) that has a valid its of Miami-Dade e and measurable it and increase to
Place a check mark here only if affirming the Bidder meets certification at this time (by checking the box above)	-		•
LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION business" is a Local Business whose "principal place of business" Interlocal Agreement between the two counties. Place a check mark here only if affirming the Bidder r (LHP). Failure to complete this certification at this til the LHP.	For the purpose of this ce is in Miami-Dade County or Broneets requirements for the L	ortification, a "locall oward County in acc ocally-Headquarte	ly-headquartered ordance with the ered Preference
The address of the Local	lly-headquartered office is:		

firm that is (a) a local business pursuant to Section 2-8.5 of the Code	RTIFICATION: A Local Certified Veteran Business Enterprise is a e of Miami-Dade County and (b) prior to bid submission is certified by eran business enterprise pursuant to Section 295.187 of the Florida
Place a check mark here only if affirming the Bidder is certification must be submitted with the bid.	a Local Certified Veteran Business Enterprise. A copy of the
SMALL BUSINESS ENTERPRISE CO	ONTRACT MEASURES (If Applicable)
provides in accordance with the applicable Commodity Code(s) for Development at (305) 375-2378 or access http://www.miamio	usiness Development for the type of goods and/or services the Bidder or this Solicitation. For certification information contact Small Business lade.gov/business/business-certification-programs.asp. The SBE/Micro deadline, at contract award, and for the duration of the contract to remain im during the contract may remain on the contract.
Is your firm a Miami-Dade County Certified Sr	nall Business Enterprise? Yes No
If yes, please provide your Certifica	ation Number:
	TOR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE
Activities in Sudan List or the Scrutinized Companies with Activities defined in sections 287.135 and 215.473 of the Florida Statutes. In	Bidder certifies that the Bidder is not on the Scrutinized Companies with in the Iran Petroleum Energy Sector List, as those terms are used and in the event that the Bidder is unable to provide such certification but still in shall execute the bid response package through a duly authorized
Section 287.135 of the Florida Statutes. The Bidder agrees to coop to determine whether the claimed exception would be applicable.	In such event, the Bidder shall furnish together with its biding any exception to the requirement for certification that it claims under erate fully with the County in any investigation undertaken by the County. The County shall have the right to terminate any contract resulting from alse certification or to have been placed on the Scrutinized Companies for in the Iran Petroleum Energy Sector List.
	DER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF ICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE ION IS DUE.
Bidder's Authorized Representative's Signature.	Date
Type or I	Print Name

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.



In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

□ NO SUBCONTRACTO	DRS WILL BE UTILIZED FOR THIS CONTRACT
Signature	Date



SUBCONTRACTOR/SUPPLIER LISTING (Miami -Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

			Nar	me of Bidder	/Proposer:				FEI	N No.				-				
cluding professional varded this contract ounty. The Bidder/lin accordance with dder/Proposer dem	al services which in the shall not change Proposer should er Ordinance No. 11 nonstrates to the Co	.8 and 10.34 of the N volve expenditures o or substitute first tier ther the word "NONE" -90, an entity contract purity prior to award that than ten (10) da	of \$100,000 or r subcontracto under the app cting with the of that the race, g	more, and all ors or direct su propriate head County shall re gender, and ett omes available	Proposers on C ppliers or the p ing of this form eport the race, a nnic information	County or Publications of the control of the contro	ic Health Trust contract work to actors or supple hnic origin of the ably available and payment un additional sp	t construction to be performe liers will be use the owners and at that time, the der the contra	contracts white ed or material ed on the cond d employees of the Bidder/Prop ct.	ch involve exp s to be supplied tract and sign of all first tier s	enditures of \$10 ed from those in the form below. ubcontractors/s	00,000 or more dentified, excep suppliers. In th	The Bidder of upon written	Proposer who n approval of the ne recommender n that information	is ne ed on			
Business Name and		Supplies/ Materials/ Services to be		(1	Enter the number	Principa or of male and f		by race/ethnic	ity)			(Ente	r the number	Emplo of male and fer employees by		s and the num	ber of	
Address of First Tier Direct Supplier	Principal Owner	Provided by Supplier	М	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	м	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Oth
Business Name and Address of	Principal	Scope of Work to be Performed by		(E	inter the numbe	Princips r of male and fe		by race/ethnic	ity)			(Ente	r the number	Emplo of male and fer employees by		s and the num	ber of	
First Tier Subcontractor/ Subconsultant	Owner	Subcontractor/ Subconsultant	М	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	м	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Oth
		city information is no on of final payment, E																iess/busin

Print Title



ADDENDUM NO. 1

TO: All Prospective Vendors

RTQ NO.: RTQ-00313

TITLE: Management Consulting Services Pool

BID OPENING DATE: December 10, 2015

This Addendum No. 1 becomes part of the above mentioned bid.

The following is a list of questions and answers:

Question 1 Regarding Section 2.4.1 (Sections 2 and 4) – The requirement for a current business tax receipt appears to

apply only to companies with an office in the State of Florida. What document, if any, should an out-of-state

company submit in lieu of a local business tax receipt?

Answer: Out-of-state vendors would need to submit documentation from their local entity that demonstrates the vendor

maintains an office from which it conducts business. This document could be called something other than a "local business tax receipt", but the documentation provided would need to verify the address of the office from

which the vendor conducts business.

Question 2 Can firms apply for one or two categories listed in Section 3.2 Scope of Work, or does the firm (or team of

firms) need to have qualifications for all the categories listed. For example, can a landscape architecture firm apply for only 'Parks; Recreational / Cultural Programs' or must they be a part of a team that can address all

the categories listed?

Answer: Vendors may select one or as many categories as applicable in Section 3.2. Vendors need not have experience

in all categories to be considered for entry into the pool.

Question 3 Would bicycle and pedestrian facility planning and design work be issued under the 'Public Works;

Infrastructure' category or is there a separate pool or category that includes that work?

Answer: All pre-qualified vendors, regardless of categories selected, will be notified of all future spot market competitions

conducted under this pool. It is possible that this pool may be used for such bicycle and pedestrian facility planning and design work/services, however, it is at the sole discretion of the County to determine what procurement method/solicitation is in the best interest of the County. Vendors can view other current

solicitations and open pools here: https://www.miamidade.gov/dpmww/solicitationlist.aspx.

Question 4 Do you want a proposal submitted, or only to complete and submit all required forms and

documentation?

Answer: Please only provide all required forms and documentation.

Question 5

On Page 4 of the RFQ under General Terms and Conditions, it is mentioned that the terms and conductions are considered non-negotiable. However, we have reviewed these terms and conductions and would like to identify some exceptions, needs for clarification and some possible additions. Would adding a supplementary document to our response identifying these changes cause our response to be non-responsive or may be offered these changes to the County?

Answer:

Section 1 – General Terms and Conditions are being provided for information purposes only. Section 2.1 states

"... Entry into the pre-qualification pool is not a contract between Miami-Dade County (MDC) and any member of the pool, but rather is an acknowledgement that the pool member satisfies the pre-qualification criteria set forth below for membership in the pool. Pre-qualified Vendors will be invited to participate in future spot market competitions..."

As participation in the pool is not a contract with Miami-Dade County, it is not necessary to identify exceptions, additions, or other modifications at this time. Terms and Conditions will be determined and identified at the time of spot market competitions.

Question 6

On the document labelled Fair Subcontracting Practices, there is a place to check if we plan to use no subcontractors. We do not plan to use any subcontractors for the response to this RFQ, but in the future we may plan to use subcontractors for a particular task order. However, we would not know that at this time. Would you suggest we check the box at this time? If we plan to show no subcontractors in our response is it OK to leave the subcontractor/supplier listing form blank?

Answer:

The document must be completed and signed. Should there be a possibility that your company will require subcontractors in the future, please notate as "Subcontractors/Suppliers to be identified at the time of spot market competitions".

Question 7

Are the prospective bidders to provide any costing or pricing with this solicitation? If so, (1) for what item(s) is the costing or pricing to be submitted; and (2) what format should the costing or pricing be submitted?

Answer:

No pricing is being requested at this time.

Question 8

Other than submitting the attachments included with the RTQ, what is the format / table of contents for the proposals?

Answer:

Please only submit the required forms and documentation.

Question 9

Are other Florida public entities, such as cities, counties, and public schools, able to use the resulting contract to procure services?

Answer:

Yes.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Miami-Dade County

, Jessica L Tyrrell

Jessica Tyrrell

Procurement Contracting Officer

cc: Clerk of the Board

Question and Answers for Solicitation #RTQ-00313 - Management Consulting Services Pool

Overall Solicitation Questions

Question 1

Regarding Section 2.4.1 (Sections 2 and 4) ‹ The requirement for a current business tax receipt appears to apply only to companies with an office in the State of Florida. What document, if any, should an out-of-state company submit in lieu of a local business tax receipt? (Submitted: Nov 23, 2015 9:45:29 AM EST)

Answer

- Please see Addendum No. 1. (Answered: Nov 30, 2015 12:07:58 PM EST)

Question 2

Can firms apply for one or two categories listed in Section 3.2 Scope of Work, or does the firm (or team of firms) need to have qualifications for all the categories listed? For example, can a landscape architecture firm apply for only 'Parks; Recreational / Cultural Programs' or must they be a part of a team that can address all the categories listed? (Submitted: Nov 23, 2015 2:18:09 PM EST)

Answer

- Please see Addendum No. 1. (Answered: Nov 30, 2015 12:07:58 PM EST)

Question 3

Would bicycle and pedestrian facility planning and design work be issued under the 'Public Works; Infrastructure' category or is there a separate pool or category that includes that work? (Submitted: Nov 23, 2015 2:20:53 PM EST)

Answer

- Please see Addendum No. 1. (Answered: Nov 30, 2015 12:07:58 PM EST)

Question 4

Do you want a proposal submitted, or only to complete and submit all required forms and documentation? (Submitted: Nov 24, 2015 7:54:12 AM EST)

Answer

- Please see Addendum No. 1. (Answered: Nov 30, 2015 12:07:58 PM EST)

Question 5

On Page 4 of the RFQ under General Terms and Conditions, it is mentioned that the terms and conditions ae considered non-negotiable. However, we have reviewed these terms and conditions and would like to identify some exceptions, needs for clarification and some possible additions. Would adding a supplementary document to our response identifying these changes cause our reponse to be non-responsive or may we offer these changes to the County? (Submitted: Nov 30, 2015 8:15:11 AM EST)

Answer

- Please see Addendum No. 1. (Answered: Nov 30, 2015 12:07:58 PM EST)

Question 6

On the document labelled Fair Subcontracting Practices, there is a place to check if we plan to use no subcontractors. We do not plan to use any subcontractors for the response to this RFQ, but in the future we may plan to use subcontractors for a particular task order. However, we would not know that at this time. Would you suggest we check the box at this time? If we plan to show no subcontractors in our response is it OK to leave the subcontractor/supplier listing form blank? (Submitted: Nov 30, 2015 8:18:49 AM EST)

Answer

- Please see Addendum No. 1. (Answered: Nov 30, 2015 12:07:58 PM EST)

Question 7

Are other Florida public entities, such as cities, counties, and public schools, able to use the resulting contract to procure services? (Submitted: Nov 30, 2015 11:16:28 AM EST)

Answer

- Please see Addendum No. 1. (Answered: Nov 30, 2015 12:07:58 PM EST)

RTQ-00313--01-01 - Management Consulting Services

Question 1

Are the prospective bidders to provide any costing or pricing with this solicitation? If so, (1) for what item(s) is the

costing or pricing to be submitted; and (2) what format should the costing or pricing be submitted? (Submitted: Nov 21, 2015 6:41:33 PM EST)

Answer

- Please see Addendum No. 1. (Answered: Nov 30, 2015 12:07:58 PM EST)

Question 2

Other than submitting the attachments included with the RTQ, what is the format / table of contents for the proposals? (Submitted: Nov 27, 2015 12:03:22 PM EST)

Answe

- Please see Addendum No. 1. (Answered: Nov 30, 2015 12:07:58 PM EST)

Anthony Brunson, P.A.

Bid Contact Anthony Brunson

abrunson@abcpasolutions.com

Ph 954-361-6571

Address 333 Las Olas Way

Cu4

Ft. Lauderdale, FL 33301

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
RTQ-0031301-01	Management Consulting Services	Supplier Product Code:	First Offer ·	1 / each	Υ	Υ
				Supplier Total	\$0.0	00

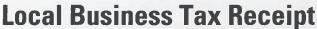
Anthony Brunson, P.A.

Item: Management Consulting Services

Attachments

Miami Dade County Busines Tax Receipt Anthony Brunson PA Firm Exp 2016.pdf

Sect4_RTQSubmittal.docx



Miami-Dade County, State of Florida

7178798

BUSINESS NAME/LOCATION ANTHONY BRUNSON PA 801 BRICKELL AVE 900 MIAMI FL 33131 RECEIPT NO.
RENEWAL
7458997



EXPIRES SEPTEMBER 30, 2016

Must be displayed at place of business Pursuant to County Code Chapter 8A – Art. 9 & 10

OWNER
ANTHONY BRUNSON PA
Employee(s) 5

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR\$45.00 07/30/2015
FPPU03-15-019162

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

SECTION 4 – RTQ SUBMITTAL

QUALIFICATION CRITERIA

Paragraph Description

2.4.1 Vendor must supply a copy of its current business tax receipt to demonstrate it maintains an office from which it conducts business.

Initial to confirm attachment to this submittal: AB

Paragraph Description

2.4.2 Vendor must provide at least three (3) project references to demonstrate it is regularly engaged in Management Consulting Services. Each project reference supplied must have been completed in the last five (5) years. Each project reference must have a different Contact Person. At least one (1) project reference must be for a governmental organization. (Employees' experience may be used to fulfill this requirement.) References should be included in the attached Project Reference form.

NOTE: This pool is not intended to be used for information technology (IT) consulting services or temporary staffing services. References for such services would not be acceptable references to meet the requirement of paragraph 2.4.2.



SOLICITATION NO.: RTQ-00313

SOLICITATION TITLE: MANAGEMENT CONSULTING SERVICES POOL

Project Reference No. 1 Project Reference from ☐ Vendor's Employee: Click here to enter employee name. Governmental Organization Name Bal Harbor Village 655 Ninety-Sixth Street Bal Harbour, Florida 33154 Governmental Organization Address Jorge Gonzalez, Village Manager Contact Person Name and Title Contact Person Phone (305) 993-7323 Contact Person Email jgonzalez@balharbour.org Project Service Delivery Area(s) applicable to this project (check all that apply) □ Airports □Code Enforcement □Facilities and Fleet ☐ Human Services; Housing; Community Development □Parks; Recreational / Cultural Programs □Public Safety (Police, Fire, Corrections, etc.) □ Seaports □Solid Waste □Sustainability / Resilience □Transit □Water and Sewer / Utilities □Public Works; Infrastructure Other: Click here to enter Project Service Delivery Area. Project Consulting Service Area(s) applicable to ☐Strategic Planning this project (check all that apply) ☐ Master Planning □ Program Planning and Evaluation □Performance Management ☐Business Processes; Logistics and Operations; Simulation □Lean / Six Sigma □Organizational Structure and Culture; Change Management ☐Human Resources □Rates, Fees, and Cost Recovery ☐Bond Support □Cost Allocation ⊠Risk □Actuarial Services □Tax Policy ☐ Special Assessments ☐Market and Industry Analysis □Economic Development Planning Other: Click here to enter Project Consulting Service Area. Number of Employees Bal Harbour Village, Police Asset Forfeiture Task Force Project Title Project Scope Agreed-upon procedures - Sources and Uses analysis of transactions of the Police Forfeiture accounts in accordance with Village guidelines and other federal rules and guidelines as warranted for fiscal year 2010 through fiscal year 2014. Identification of fraud activity and noncompliance with federal guidelines. Project Outcome/Results October 2, 2014 to present Date of Project Commencement and Completion

SOLICITATION TITLE: MANAGEMENT CONSULTING SERVICES POOL

SOLICITATION NO.: RTQ-00313

	Project Reference No. 2
Project Reference from	
Company/Individual Name	Early Learning Coalition of Broward County, Inc.
Company/Individual Address	6301 NW 5th Way Ste 3400 Fort Lauderdale , FL 33309
Contact Person Name and Title	Jacob C. Jackson, Esq.
Contact Person Phone	(754)205-6172
Contact Person Email	jcjackson@jcjacksonpa.com
Project Service Delivery Area(s) applicable to	□Governmental Organizations
this project (check all that apply)	□Airports
	□Code Enforcement
	□Facilities and Fleet
	⊠ Human Services; Housing; Community Development
	□Parks; Recreational / Cultural Programs
	□Public Safety (Police, Fire, Corrections, etc.)
	□Seaports
	□Solid Waste
	□Sustainability / Resilience
	□Transit
	□Water and Sewer / Utilities
	□Public Works; Infrastructure
	Other: Click here to enter Project Service Delivery Area.
Project Consulting Service Area(s) applicable to	□Strategic Planning
this project (check all that apply)	☐Master Planning
	□Program Planning and Evaluation
	□Performance Management
	Business Processes; Logistics and Operations; Simulation
	□Lean / Six Sigma
	☐ Organizational Structure and Culture; Change Management
	☐Human Resources
	☐ Governance; Policy and Regulation Development
	□Rates, Fees, and Cost Recovery
	□Bond Support
	□Cost Allocation ☑Risk
	⊠ Fiscal Controls
	□Actuarial Services
	□Tax Policy
	□Special Assessments
	☐Market and Industry Analysis
	□Economic Development Planning
	□Other: Click here to enter Project Consulting Service Area.
Number of Employees	Click here to enter Number of Employees.
Project Title	Audit, Business, and Tax Risk
Project Scope	Evaluate the internal control environment and related risk based upon Sarbanes-Oxley
· ·	and Audit Standards.
Project Outcome/Results	Enhance internal control policies and governance for related party transactions.
Date of Project Commencement and	April 2015

SOLICITATION TITLE: MANAGEMENT CONSULTING SERVICES POOL

SOLICITATION NO.: RTQ-00313

Completion

F	Project Reference No. 3					
Project Reference from	☐ Vendor ☐ Vendor's Employee: BCA WatsonRice					
Company/Individual Name	Metropolitan Washington Airports Authority					
Company/Individual Address	One Airport Circle					
Contact Person Name and Title	Marylou Parayaoan, Audit Senior					
Contact Person Phone	(703)417-8600					
Contact Person Email	Marylou.parayaoan@mwaa.com					
Project Service Delivery Area(s) applicable to	⊠ Governmental Organizations					
this project (check all that apply)	⊠Airports					
	⊠ Code Enforcement					
	⊠ Facilities and Fleet					
	☐Human Services; Housing; Community Development					
	□Parks; Recreational / Cultural Programs					
	□Public Safety (Police, Fire, Corrections, etc.)					
	□Seaports					
	□Solid Waste					
	□Sustainability / Resilience					
	⊠Transit					
	□Water and Sewer / Utilities					
	⊠ Public Works; Infrastructure					
	Other: Click here to enter Project Service Delivery Area.					
Project Consulting Service Area(s) applicable to	⊠ Strategic Planning					
this project (check all that apply)						
	☑ Program Planning and Evaluation					
	☑ Performance Management					
	□ Business Processes; Logistics and Operations; Simulation					
	□Lean / Six Sigma ☑ Organizational Structure and Culture; Change Management					
	☐ Human Resources					
	⊠ Governance; Policy and Regulation Development					
	⊠ Rates, Fees, and Cost Recovery					
	□Bond Support					
	□Cost Allocation					
	⊠Risk					
	⊠ Fiscal Controls					
	□Actuarial Services					
	□Tax Policy					
	□Special Assessments					
	☐Market and Industry Analysis					
	□Economic Development Planning					
	Other: Click here to enter Project Consulting Service Area.					
Number of Employees	1500					
Project Title	Risk Assessment					
Project Scope	Assess all major areas and identify hign, medium and low risk areas					
Project Outcome/Results	Comprehensive report used to develop internal audit plan					
Date of Project Commencement and	2012					

SOLICITATION TITLE: MANAGEMENT CONSULTING SERVICES POOL

SOLICITATION NO.: RTQ-00313

FOR INFORMATIONAL PURPOSES ONLY

All vendors that are prequalified under the pool will be invited to participate in future spot market competitions regardless of the areas of expertise identified below. The list below is to be used by the County to assess vendor availability for future projects only. Please indicate your firm's specific areas of expertise (if applicable). Check all that apply:

☐Governmental Organizations
□Airports
□Code Enforcement
□Facilities and Fleet
⊠Human Services; Housing; Community Development
□Parks; Recreational / Cultural Programs
□Public Safety (Police, Fire, Corrections, etc.)
□Seaports
□Solid Waste
□Sustainability / Resilience
□Transit
□Water and Sewer / Utilities
□Public Works; Infrastructure
□Strategic Planning
□ Master Planning
□ Program Planning and Evaluation
□ Performance Management
□ Business Processes; Logistics and Operations; Simulation
□ Lean / Six Sigma
□ Organizational Structure and Culture; Change Management
□ Human Resources
⊠ Governance; Policy and Regulation Development
☐ Rates, Fees, and Cost Recovery
☐ Bond Support
☐ Cost Allocation
⊠Risk
☐ Fiscal Controls
□ Actuarial Services
□Tax Policy
☐ Special Assessments
☐ Market and Industry Analysis
□ Economic Development Planning
Other: Click here to enter Other Expertise Areas.

Supplier: Anthony Brunson, P.A.

SOLICITATION NO.: RTQ-00313 OPENING: 6:00 P.M. Management Consulting Services Pool Dec 10, 2015



MIAMI-DADE COUNTY, FLORIDA R E Q U E S T T O Q U A L I F Y

TITLE:

Management Consulting Services Pool

BIDS WILL BE ACCEPTED UNTIL 6:00 PM ON Dec 10, 2015

FOR INFORMATION CONTACT:

Jessica Tyrrell 305-375-4946 tyrrell@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.
- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ANY BIDDER/PROPOSER RESPONDING TO THIS SOLICITATION.
- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.



GENERAL TERMS AND CONDITIONS:

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r15-4.pdf

NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit a proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of your proposal can be submitted via **HARDCOPY**, **EMAIL**, **OR FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance

with all specifications contained in the solicitation electronically.

Supplier: Anthony Brunson, P.A.



Miami-Dade County Procurement Management Services Solicitation Submittal Form

111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. RTQ-00313		Solicitation Title: Managemen	t Consulting Service	ces Pool				
Legal Company Name (inclu	de d/b/a if applicable):	Federal Tay Id	entification Numbe	··				
Anthony Brun	Federal Tax Identification Number: 65-0321690							
If Corporation - Date Incorporated/Organized : July 29, 1991		State Incorp	orated/Organized	d:				
		Florida						
Company Operati	ng Address:	City	City State					
801 Brickell Aver	nue Ste 900	Miami	FL	Zip Code 33131				
Remittance Address (if differen	nt from ordering address):	City	City State Zip					
Company Conta Anthony Bro		Email Address: ABrunson@abcpasolutions.com						
Phone Number (include area code): (305)789-6673	Fax Number (include area code): n/a	Company's Internet Web Address: www.abcpasolutions.com						
Pursuant to Miami-Dade Coullegal entity having an officer years shall disclose this inforture. Place a check mar	, director, or executive who l	has been convicted of a fe contract with or receiving	elony during the funding from the	past ten (10) County.				
	roward County in accordance with issued by Miami-Dade County; he is performed; and contributes to le, but not be limited to, the retent	n the Interlocal Agreement bet as a physical business address the economic development of tion and expansion of employn e requirements for Local Prefer	ween the two counts located within the interest the community in ment opportunities arence. Failure to	nties) that has a limits of Miami- a verifiable and and the support				
business" is a Local Business who the Interlocal Agreement between Place a check mark her	BUSINESS CERTIFICATION: ose "principal place of business" in the two counties. The only if affirming the Bidd are to complete this certification.	For the purpose of this certi s in Miami-Dade County or Br er meets requirements f	fication, a "locally- oward County in a or the Locally-H	headquartered ccordance with				
333 Las Olas Way CU4 Fort La	The address of the Locally uderdale, FL 33301	-headquartered office is:						
LOCAL CERTIFIED VETERAN	BUSINESS ENTERPRISE CER	TIFICATION: A Local Certifi	ad Vateran Rusine	es Enternrise is				

a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187

of the Florida Statutes.							
☐ Place a check mark here only if affirming the Bidder is a Local Certified Veteran Business Enterprise. A copy of the certification must be submitted with the bid.							
SMALL BUSINESS ENTERPRISE CON	TRACT MEASURES (If Applicable)						
An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Bidder provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access http://www.miamidade.gov/business/business-certification-programs.asp. The SBE/Micro Business Enterprise must be certified by the solicitation's submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.							
Is your firm a Miami-Dade County Certified Small Business Enterprise? Yes No							
If yes, please provide your	Certification Number: 15809						
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIS THE IRAN PETROLEUM E							
By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid response package through a duly authorized representative and shall also initial this space:: In such event, the Bidder shall furnish together with its bid response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.							
IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.							
Bidder's Authorized Representative's Signature.	Date						
Anthony Brunson	12/9/2015						
Type or Print Name							
Anthony Brunson							

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

Supplier: Anthony Brunson, P.A.



In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

It is our policy to enhance the potential project with the skill set and expertise required to deliver a quality product to the client in a timely fashion.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Anthony Brunson
Signature

12/9/2015 Date

Supplier: Anthony Brunson, P.A



SUBCONTRACTOR/SUPPLIER LISTING (Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: Anthony Brunson P.A. FEIN No. 65-0321690

n accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract

(Diago duplicate this form if additional engagic people)

					(1166	ise uupi	iicale liiis	ioiiii ii auuli	ionai space	19 HEED	eu.j							
Business Name and	Dringing	Supplies/ Materials/ Services to be		(Enter the	number		oal Owner female owner	s by race/eth	nicity)			(Enter t		er of male a	oyee(s) ind female em ses by race/et		the
Address of First Tier Direct Supplier	Principal Owner	Provided by Supplier	М	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	М	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Oth
Business Name and Address of	Principal	Scope of Work to be Performed by		(1	Enter the	number		o al Owner female owner	s by race/eth	nicity)			(Enter t		er of male a	oyee(s) and female em ses by race/et		the
First Tier Subcontractor/ Subconsultant	Owner	Subcontractor/ Subconsultant	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	М	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Oth
BCA Watson Rice	Ronald Thompkins		1			1												

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development or the Internal Services Department at http://www.miamidade.gov/business/business-development-contracts.asp. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Anthony Brunson Signature of Bidder/Proposer Anthony Brunson Print Name

President & CEO **Print Title**

12/9/2015 Date

SUB 100 Rev. 1/



April 19, 2017

Alberto Destrade, Purchasing Director City of North Miami Purchasing Department 776 N.E. 125th Street, Room 303 North Miami, Florida 33161

RE: INTERNAL AUDITING SERVICES

Dear Mr. Destrade,

Anthony Brunson P.A. ("ABPA" or the "ABPA Team") greatly appreciates the opportunity to submit a proposal to provide internal audit services for the City of North Miami, Florida (the "City"). The ABPA Selected Service Team Members have over 60 years of uniquely focused experience and expertise specific to governments that make us exceptionally qualified to serve as your internal audit group. Team leader, Anthony Brunson, CPA's successful track-record advising governments is a matter of record and welcomes this opportunity to demonstrate our commitment to the City as well as deliver results.

The scope of the work to be performed by this engagement shall include, but not be limited to, providing reviews of specific areas of the **City**'s organizational structure, risk assessment of operations, review of compliance with applicable policies, procedures and best practices standards, assessment of internal controls, and recommendations for operational and procedural improvements. We understand that our Firm will be assigned individual task orders based upon specific areas of review. Each assigned task order will negotiate the scope of work, duration, deliverables and basis of compensation.

Today's complex and ultra-competitive operating environment does not make the **City** a candidate for training inexperienced auditors. As a **City** which provides the wide range of municipal services, the **ABPA Team** members have the business acumen, industry experience, and knowledge of municipal operations to satisfy your service requirements and expectations. The **ABPA Team** members are recognized as veteran service providers in the governmental audit sector. Our approach will be consultative in nature and not simply satisfying a compliance requirement. Team members have guided similar organizations to achieve reporting objectives of OMB Circulars, *Government Auditing Standards*, Rules of Florida's Auditor General as well as regulations of federal, state and local agencies. Engagement team members have gained substantial experience performing audits of municipalities, special districts, counties and constitutional offices as well as scores of special purpose governmental entities.

Fort Lauderdale Office

333 Las Olas Way | CU 4 Fort Lauderdale, FL 33301 T: (954) 361-6571



Miami Office

Alberto Destrade, Purchasing Director April 19, 2017 Page 2

The **ABPA Team** is best qualified to serve the **City** because we understand the complexities of municipal government, the community, and the economic challenges you face. Team members have a history of supporting projects and activities in Miami-Dade County and serve industry trade associations like the AICPA, FICPA and FGFOA.

ABPA professional staff's business expertise allows prompt identification of the critical factors and actions necessary to increase revenues, decrease costs and improve productivity.

The ABPA Team certifies that we have adequate personnel, equipment, technology, and facilities to fulfill the requirements of the City within the scheduled time constraints. The ABPA Team confirms that our past industry experience, current experience, and professional staff provide the ABPA Team with the technical knowledge and expertise to complete the scope of work.

We trust this letter conveys our enthusiastic desire to serve as your internal audit team to the City of North Miami. Given the opportunity, the **ABPA Team** will not only meet but exceed your expectations!

Very truly yours,

ANTHONY BRUNSON P.A.

Anthony Brunson

RESOLUTION NO. 2017-R-56___

A RESOLUTION OF THE MAYOR AND CITY COUNCIL THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND ATTORNEY TO NEGOTIATE AND EXECUTE AGREEMENT, BETWEEN THE CITY OF NORTH MIAMI AND ANTHONY BRUNSON, P.A. FOR THE PROVISION OF INTERNAL AUDITING SERVICES AT A COST NOT TO FIVE **THOUSAND DOLLARS** EXCEED SEVENTY (\$75,000.00) ANNUALLY, PIGGYBACKING MIAMI-DADE COUNTY SOLICITATION #RTQ-00313; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, as part of the administration's commitment to the ongoing assessment and enhancement of the City's organizational performance in order to better serve our community, staff has identified the need to perform internal reviews of operational, functional and procedural activities to diagnose and address areas of potential deficiencies and strengthen internal controls; and

WHEREAS, on November 18, 2015, Miami-Dade County issued Solicitation No. RTQ-00313 ("Solicitation"), seeking proposals from experienced and qualified firms to provided management consulting services ("Services"); and

WHEREAS, in response to the Solicitation, Anthony Brunson, P.A. ("Contractor") was evaluated and selected to be one of sixteen (16) vendors on a pre-qualified list of firms providing management consulting services; and

WHEREAS, in accordance with Section 7-167 of the City Code, the City administration may purchase supplies or services from current contracts of other governmental agencies ("Piggyback"), with City Council approval on any such purchase which exceeds Twenty-Five Thousand Dollars (\$25,000.00); and

WHEREAS, in order to assist staff in accomplishing these goals, staff desires to piggyback on the County's selection of Anthony Brunson, P.A., to utilize their services in providing the City with internal auditing services, on an as-needed basis; and

WHEREAS, the annual cost to the City shall not exceed Seventy Five Thousand Dollars (\$75,000.00) for Services including, but not be limited to, providing reviews of specific areas of

the City's organizational structure, risk assessment of operations, review of compliance with applicable policies, procedures and best practices standards, assessment of internal controls, and recommendations for operational and procedural improvements for an initial one (1) year term with two (2) options to renew; and

WHEREAS, the City administration respectfully requests that the Mayor and City Council authorize the City Manager and City Attorney to negotiate and execute an agreement with Contractor for provision of Services to enhance the City's organization performance.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority of City Manager and City Attorney. The Mayor and City Council of the City of North Miami hereby authorize the City Manager and City Attorney to negotiate and execute an agreement with Anthony Brunson, P.A. for the provision of internal auditing services, in an amount not to exceed Seventy Five Thousand Dollars (\$75,000.00) annually, for an initial term of one (1) year with two (2) options to renew.

Section 2. Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 25th day of April , 2017.

DR. SMITH VOSEPH

ATTEST:

MICHAEL A. ETIENNE, ESQ.

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFF P.M. CAZEAU, ESQ.

SPONSORED BY: CITY ADMINISTRATION

	Moved by: G	Galvin			
	Seconded by: D	Desulme			
Vote:					
Mayor Smith Joseph, D.O., Pharm. D.	X (Yes)	(No)			
Vice Mayor Scott Galvin	X (Yes)	(No)			
Councilwoman Carol Keys, Esq.	$X \qquad (Yes)$	(No)			
Councilman Philippe Bien-Aime	X (Yes)	(No)			
Councilman Alix Desulme	x (Yes)	(No)			